

Cardmember Agreement for Lexus Pursuits Visa® Platinum Accounts

This credit card program is issued and administered by Lexus Financial Savings Bank. This information is accurate as of June 30, 2013.

PLEASE NOTE that this information is provided for general information purposes only and is not specific to your Account. See the Agreement that was provided for your Account and Card for more detailed information, including contact information.

PRICING INFORMATION: Actual pricing will vary from one Cardmember to another

(APR = Annual Percentage Rate)

(DPR = Daily Periodic Rate)

Annual Percentage Rates for Purchases

This APR will vary with the market based on the Prime Rate.

Prime + **8.74%** to Prime + **15.74%** (Maximum **27.99%**)

(APR) **11.99%** to **18.99%**

(DPR) **0.032849%** to **0.052027%**

Annual Percentage Rates for Balance Transfers

This APR will vary with the market based on the Prime Rate.

Prime + **8.74%** to Prime + **15.74%** (Maximum **27.99%**)

(APR) **11.99%** to **18.99%**

(DPR) **0.032849%** to **0.052027%**

Annual Percentage Rates for Cash Advances

This APR will vary with the market based on the Prime Rate.

Prime + **16.99%** (Maximum **27.99%**)

(APR) **20.24%**

(DPR) **0.055452%**

Interest Charge

If you are charged interest, the charge will be no less than \$2.00.

For Credit Card Tips from the Consumer Financial Protection Bureau

To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <http://www.consumerfinance.gov/learnmore>.

Set Up and Maintenance Fees

NOTICE: Some of these set-up and maintenance fees will be assessed before you begin using your Card and based on your Credit Limit, your initial available credit will be less.

You may still reject this Account, provided that you have not yet used it or paid a fee after receiving a billing statement. If you do reject the Account, you are not responsible for any fees or charges.

- Annual Membership Fee

NONE

- Travel Membership Fee

\$0 to \$60 annually

Transaction Fees

- Balance Transfer Advance Fee

Either **\$5 or 3%** of the amount of each transfer, whichever is greater (maximum fee: **NONE**)

- Convenience Check Advance Fee

Either **\$5 or 3%** of the amount of each advance, whichever is greater (maximum fee: **NONE**)

- Financial Institution Cash Advance Fee

Either **\$5 or 3%** of the amount of each advance, whichever is greater (maximum fee: **NONE**)

- Cash Equivalent Advance Fee

Either **\$5 or 3%** of the amount of each advance, whichever is greater (maximum fee: **NONE**)

- Cash Advance Overdraft Protection Fee

NONE

- Cash Advance ATM Fee

Either **\$5 or 3%** of the amount of each advance, whichever is greater (maximum fee: **NONE**)

- Foreign Transaction Fee

Up to **3%**

Account Fees

- Late Fee

Up to **\$35**

- Overlimit Fee

NONE

- Return Payment Fee

Up to **\$35**

LEXUS FINANCIAL SAVINGS BANK

P. O. Box 6352
Fargo, ND 58125

Cardmember Agreement

This Cardmember Agreement and Disclosure Statement (the "Agreement") contains the terms that apply to your Credit Card Account (the "Account"). In this Agreement, "you", "your" and "Cardmember" means each individual in whose name the Account is opened or who otherwise agrees to be liable on the Account. "We", "us", "our", and "Issuer" mean the Lexus Financial Savings Bank issuer of the Card and your Account creditor. "Card" means credit card(s) we issue on your Account. "Authorized User" means a person you authorize to use a Card or the Account. "Affiliate" means Toyota Motor Credit Corporation, Toyota Motor Sales, U.S.A, Inc. and related Toyota companies in the United States. Please read this Agreement carefully and keep it for your records. The Agreement becomes effective as soon as you or an Authorized User uses the Card or Account, but no later than 30 calendar days after we issue the Card, if you fail to return it to us within that time period. Your Card Carrier contains fee and/or rate disclosures that form part of the Agreement that is provided with the Account and Card. This web Agreement does not replace the Agreement that is provided with the Account and Card.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION IN THE LAST NUMBERED PARAGRAPH. IF YOU ACCEPT THIS AGREEMENT BY USING YOUR CARD OR ACCOUNT OR FAILING TO RETURN THE CARD TO US WITHIN 30 DAYS AFTER WE ISSUE THE CARD, THIS PROVISION WILL BECOME PART OF YOUR AGREEMENT. IT SUBSTANTIALLY AFFECTS THE WAY THAT YOU AND WE WILL RESOLVE ANY CLAIM THAT YOU OR WE HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE.

ACCOUNT FEATURES AND YOUR USE OF THE ACCOUNT

1. **Account Purchases** - You may use the Account to buy, lease or otherwise obtain goods or services from participating merchants (including transactions you initiate by mail, telephone or over the Internet), or take advantage of special promotional Balance Transfer offers that post as Purchase transactions ("Purchases"). We will, in connection with any promotional offer we make from time to time, provide information on your Card Carrier or in additional materials (the "Offer Materials") that explain whether those transactions will post and be treated as a Purchase. Even if you have not signed a sales draft or the merchant has not supplied you with a written receipt or other proof of sale, you are responsible for all Purchases made through the Account, except as expressly limited by applicable law (see "Your Billing Rights" section below for more details).

2. **Account Advances** - Advances are transactions other than Purchases that allow you to receive direct access to funds available through your Account. Advances may include Account transactions such as cash advances you obtain directly from us, other participating financial institutions, or automated teller machines ("Cash Advances"), Cash Equivalent Advances, Convenience Checks, or Balance Transfers that indicate that they will post as Advances in the Offer Materials. ("Cash Equivalent Advances" include transactions to initiate wire transfers, purchase travelers checks and money orders, make foreign cash transactions, engage in permissible casino gaming and betting transactions and purchase lottery tickets.) Monthly Account statements we issue may refer to an Advance as an "Advance", "Cash", "Cash Advance", or by the product or device you used to obtain the Advance. (Refer to the Account Fees section for details on Advance Transaction Fees.)

3. **Advance Limits** - No more than 25% of your Credit Limit (defined below) may be used for Cash Advances, Cash Equivalent Advances and Convenience Checks and Balance Transfers posted as Advances (your "Advance Limit Cap"). However, we may increase or decrease your Advance Limit Cap at our discretion.

4. **Convenience Checks** - From time to time, we may supply Convenience Checks for your use. Convenience Checks are drafts that look like other checks, but are drawn on the credit available in the Account. Convenience Checks will be posted to your

Account as an Advance, unless we state otherwise in the materials that accompany any special promotional offer we may make (the "Offer Materials"). Convenience Checks must be written in U.S. Dollars. We may return a Convenience Check unpaid if: (a) the credit available on your Account is less than the Convenience Check amount; (b) the Account is in default; or (c) the Convenience Check is improperly signed or otherwise fails to conform to our regularly accepted standards for check payment. You may not use Convenience Checks to pay any amount you owe on the Account or any obligation you owe to us or any of our Affiliates.

5. **Paying and Stopping Payment on Convenience Checks** - You may request that we stop payment on a Convenience Check that has not yet been paid by following the procedures described in this Section. You must write to us or call to request that payment be stopped on a Convenience Check. You must call us promptly with an oral stop payment request and then provide us with a written confirmation of the stop payment request within 14 days. Any stop payment request we receive will remain in effect for 6 months, unless you renew the request in writing before the end of that time. We may pay Convenience Checks more than 6 months old. There may be circumstances under which a Convenience Check must be paid, even if we have received a stop payment request from you. We will not be liable to you if we do not honor your stop payment request under those circumstances. If it is determined that a Convenience Check should have been paid, but was not, we will not be liable for any consequential, punitive or incidental damages if we acted in good faith. Our only obligation under those circumstances will be to pay the designated payee the amount of the Convenience Check and cancel any charges assessed against your Account as a result of any wrongful failure to honor the Convenience Check.

6. **Balance Transfers** - From time to time we may permit you to transfer to the Account any balances and obligations that you owe to other companies or financial institutions. Balance Transfers will be posted to the Account as a Balance Transfer, unless we state otherwise in the Offer Materials. You may not request a Balance Transfer of any existing obligation you owe to us or any of our Affiliates. If you request a Balance Transfer that would cause the Account to exceed its available Credit Limit, at our option, we may (a) post the amount in excess of your total Credit Limit as an Advance; or (b) refuse to accept the entire Balance Transfer you requested.

INTEREST CHARGES AND ACCOUNT FEES

7. **Account INTEREST CHARGES** - **INTEREST CHARGES** reflect the cost of credit. Your total **INTEREST CHARGE** for any billing cycle will equal the amount of any (a) periodic rate **INTEREST CHARGES** (sometimes referred to as "interest" here and on monthly Account statements); (b) Advance transaction fees; and (c) other transaction fees that are considered **INTEREST CHARGES**. In some of the following sections and your Account statement, we have abbreviated the terms "daily periodic rate" as "DPR", "average daily balance" as "ADB"; and "ANNUAL PERCENTAGE RATE" as "APR".

8. **Interest Rate** - In this section, we have abbreviated the terms "**daily periodic rate**" as **DPR**, "**average daily balance**" as **ADB**, and "**ANNUAL PERCENTAGE RATE**" as **APR**.

Your Variable APRs are calculated by adding a margin to the Index. Your Variable DPR is equal to 1/365th of the corresponding APR. Your DPR and corresponding APR may increase or decrease from time to time according to the movements up or down of the Index, which is the Prime Rate published in the "Money Rates" section of the Midwest Edition of The Wall Street Journal on the last publication day before the date

on which the billing cycle closed (in other words, the "statement date"). Any variable rate adjustment based on an Index change will be effective as of the first day of the current billing cycle, and will apply to the new and outstanding Account balances and transactions subject to that variable rate. We reserve the right to choose a comparable new index if The Wall Street Journal ceases to publish a Prime Rate. The margin is the percentage we add to the Index to calculate the APR. The current applied Index value for your Account is 3.25%.

(a) Standard Interest Rates- Rate for "Purchases" and "Balance Transfers": The DPR for transactions posting as Purchases and Balance Transfers is equal to 1/365th of its corresponding APR. Rate for "Advances": The DPR and corresponding APR for transactions posting to the Account as Advances is equal to 1/365th of its corresponding APR.

Introductory and Promotional Rates - We may, at our option, offer you for a limited time introductory or promotional interest rates for all or part of new Purchase, Advance, or Balance Transfer balances on the Account. We will tell you in the Offer Materials the introductory or promotional rate and the period of time during which that rate will be in effect and any conditions or requirements of the offer. Unless the Offer Materials state otherwise, an introductory or promotional rate will generally remain in effect until the sooner of: (i) the last day of the billing cycle in which the introductory or promotional rate expires or (ii) the first day of the billing cycle in which the Account is closed to future transactions.

9. Interest Charge; Method of Computing Balance Subject to Interest Rate - We calculate the periodic rate or "interest" portion of the **INTEREST CHARGE** by multiplying the applicable **DPR** by the **ADB** (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest ("Amounts Subject to Interest"), and then adding together the resulting interest from each category. We determine the **ADB** separately for the Purchases, Advances and Balance Transfer categories. To get the **ADB** in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance transaction fees are added to the Advance balance of the Account on the date they are charged to the Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the **ADB** of the Account that accrues interest (the "Amount Subject to Interest") and will reduce the amount of credit available to you. Exception: Credit insurance charges are not included in the **ADB** calculation for Purchases until the first day of the billing cycle following the date the credit insurance premium is charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the **ADB** calculation. You will be charged a minimum **INTEREST CHARGE** in any billing cycle in which an **INTEREST CHARGE** is due. As described above, this Agreement provides for the compounding of interest on your Account.

10. Paying Interest - You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional **INTEREST CHARGES** on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement. There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

IMPORTANT INFORMATION ABOUT USING YOUR ACCOUNT

12. Insurance Charges - Credit life insurance and disability insurance are not required to obtain credit. If you are eligible and credit life insurance is available on this Account, you may participate in a group credit card insurance program, which we have arranged. If you elect insurance coverage, an insurance premium charge (at the rate disclosed to you) will be added to the Purchase balance as of the closing date of each billing cycle based upon the Account balance (including accrued **INTEREST CHARGES**). The terms of your insurance coverage will be summarized in the Certificate of Insurance, which will be provided to you.

11. Account Fees - In addition to interest, you agree to pay the following Account fees and **INTEREST CHARGES**. We may add other fees and charges to your Account as described elsewhere in this Agreement:

(a) We will add an Advance Transaction Fee **INTEREST CHARGE** to the Advance balance of the Account for each Advance you obtain during a billing cycle in addition to the interest that accrues on Advances. The Advance Transaction Fee imposed will equal the greater of the percentage of each Advance or the minimum Advance Transaction Fee, subject to the maximum amount, except where Offer Materials state otherwise.

(b) We will add a Balance Transfer Fee **INTEREST CHARGE** to the Purchase balance of the Account except where Offer Materials specify otherwise.

(c) We may add a Promotional Discount Transaction Fee **INTEREST CHARGE** for each Promotional Discount offer you receive during the billing cycle, as outlined in any Promotional Discount Offer Materials offer we extend.

(d) Annual Membership Fee. There is no Annual Membership Fee on your Account.

(e) If you are eligible and elect to join the Travel Rewards Program, you agree to pay a Travel Rewards Program yearly fee of \$60.00 for your participation in the Travel Rewards Program. You agree to pay this fee regardless of whether you use the Travel Rewards Program. The fee will appear on your billing statement as "Annual Travel Fee".

(f) We will add a Late Payment Fee to the Purchase balance of the Account if your Minimum Payment is not received by the Payment Due Date shown on the monthly Account statement.

(g) We will add a Returned Payment Fee to the Purchase balance of the Account if any payment on the Account is not honored for any reason or if we must return it to you because it cannot be processed.

(h) We may add a Duplicate Documentation Fee to the Purchase balance of the Account for each copy of a monthly statement, sales slip, refund slip, or Advance slip that you request. There will be no charge for documentation requests made in connection with any properly filed billing error notice or billing dispute.

(i) We will add a service charge to the Purchase balance of the Account if you call us to make a payment on your Account and are assisted by a Cardmember Service Representative to make the payment.

(j) You can request that we cover overlimit transactions by opting in as instructed below. If you opt in and we permit you to go over your Credit Limit, we may add an Overlimit Fee to the Purchase balance of the Account if you exceed your Credit Limit on your statement cycle date. You will only pay one fee per billing cycle, even if you go over your Credit Limit multiple times in the same cycle. You may also revoke your decision to opt in for future transactions at any time.

Your decision to opt in does not solely determine whether we will authorize transactions to go over your Credit Limit. For example, even if you opt in, we still may decline any transaction that would cause you to go over your Credit Limit, such as if you are past due or significantly over your Credit Limit. In addition, we have discretion to authorize transactions that go over your Credit Limit even if you do not opt in, but you will not incur a fee for these transactions.

You may opt in, or revoke your decision to opt in, in one of the following ways at any time by: (1) calling us, (2) visiting us at the website listed on the back of your periodic statement, or (3) writing to us.

Under no circumstances will your Late Payment Fee or Returned Payment Fee ever be greater than your Minimum Payment due, and under no circumstance will your Overlimit Fee ever be greater than the amount your balance is overlimit.

13. Balance Shield - If available on your Account, your purchase of Balance Shield debt cancellation is optional. Whether or not you purchase Balance Shield will not affect your application for credit or the terms of any existing credit agreement you have with us. If you elect to purchase Balance Shield and are eligible to participate, the monthly program fee or premium (at the rate disclosed to you) will be calculated based upon the Account balance (including accrued **INTEREST CHARGES**) and added to the Purchase balance, as of the closing date of each billing cycle. The terms of your

Balance Shield coverage will be summarized in the Balance Shield Debt Cancellation Program Agreement, which will be provided to you upon enrollment.

14. Credit Limit - The Account Credit Limit is the maximum amount of credit available under the Account at any time. Under certain circumstances, your Account may exceed the Credit Limit and you will be responsible for the full amount of the Credit Limit as well as any amounts owed that exceed the Credit Limit, including fees and **INTEREST CHARGES**. You may not request or obtain additional Advances or Balance Transfers once you have reached your Credit Limit. The initial Credit Limit is shown on the Card Carrier and will also appear on your monthly Account statements. We reserve the right to review your Account at any time and increase or decrease your Credit Limit. Cosigner consent is required for Credit Limit increases. You do not increase your Credit Limit by making payments that result in a credit balance in excess of your Credit Limit. (Also see the "Advance Limits" section above for more information about limits on Cash Advance, Cash Equivalent Advance transactions.)

15. Payments - You must pay amounts you owe on your Account in U.S. Dollars via the internet or telephone, our automated monthly debit system (AutoPay) or with checks or payment instruments drawn on a financial institution located in the United States. At our option, we may accept a payment drawn on a foreign bank. However, if we accept such a payment, you agree to pay any fees associated with collecting such a check. Payments will be credited to your Account as of the business day we receive your check or money order if it is received at the address specified on your monthly Account statement. If you mail your payment without a payment coupon, or to an address other than the one we provide on your Account statement, this may result in a delay in crediting the payment to your Account. This may result in additional **INTEREST CHARGES**, fees, and the possible suspension of your Account. In each billing cycle in which a balance is due, you will be required to make at least a minimum payment (the "Minimum Payment") by the due date shown on the statement.

16. Minimum Payment - Each month, you must pay at least the Minimum Payment and any past due Minimum Payment(s) by the Payment Due Date shown on your monthly Account statement. You may, at your option, pay more than the Minimum Payment or pay the New Balance (as stated on your monthly Account statement) in full to reduce or avoid the **INTEREST CHARGE** for the Account. Your Minimum Payment will be calculated as follows: first we determine the "Base Minimum Payment," which is the greater of \$30.00 or 1.00% of your New Balance not including items (1) and (2) below. To the Base Minimum Payment, we may add one or more of the following items, as incurred on your Account: (1) any late, annual and/or any other Account related fee, (2) the **INTEREST CHARGE**, and (3) if your Account is over the Credit Limit, some or all of the balance amount over your Credit Limit. If the resulting Minimum Payment is greater than \$30.00, the total is then rounded to the next highest dollar not to exceed your New Balance. Any Minimum Payment or additional amount you pay each month will not prepay any future Minimum Payments required, or change your obligation to make at least a Minimum Payment by the Payment Due Date.

17. How We Apply Payments - We may apply payments we receive on your Account in any order we deem appropriate. If for any reason we cannot collect a check or other payment item you send us on your Account, we may post to your Account as an Advance transaction an amount equal to the credit previously given to you for such check or payment item and we may charge interest on this amount from the date your Account originally was credited for the payment. After a payment has been made, we reserve the right to withhold available credit from your Credit Limit in the amount equal to the payment for 7 business days. Any remaining portion of your Credit Limit will continue to be available during this time.

All payments by check or money order accompanied by a payment coupon and received at the payment address designated in your billing statement will be credited to your Account on the day of receipt if received at the designated address by 5:00 p.m. CST on any banking day. Payments made via the internet or telephone will be credited to your Account on the day of receipt if received by us prior to 7:00 p.m. CST on any banking day. Banking days are all calendar days except Saturday, Sunday and federal holidays. Payments due over a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. Other types of mailed payments will be processed within 5 banking days of receipt by us and credited to your Account on the day of receipt.

18. Skip Payment Option - At our option, we may from time to time offer you an opportunity to "skip" your obligation to make the Minimum Payment due for a billing cycle. You may not skip payments unless we make this offer to you. If we offer you this

option, you may skip up to 2 payments in 12 months without incurring a Late Payment Fee, but those 2 skipped payments may not be payments that are required in 2 consecutive months. You cannot use this skip payment option if your Account is delinquent or in default. When you take advantage of a skip payment option we offer, interest will continue to accrue on the entire unpaid balance of your Account.

19. Change of Address - Your monthly Account statements and notices about your Account will be sent to the address you provided in your application or your response to our Account solicitation. To change your address, you must call or write to us. We must receive this information 15 days before the date a billing cycle closes to provide your monthly Account statement at your new address. Note: If you have an address change within 45 days of the expiration date of your Card(s), you must contact Cardmember Service with that information so that your new Card(s) can be mailed to your new address.

20. Authorized Users - You agree not to allow access to your Card, Account number, Convenience Checks, or personal identification number (PIN) to anyone else to use your Account, except by asking us to issue a card to grant Account access to another person. If you allow access to your Card or Account information, you will be liable for any charges made by that person, unless and except as expressly required by applicable law. You agree to be responsible for all Account transactions made by a Cardmember, or anyone who you have authorized by (a) asking us to issue a Card to grant Account access to another person; (b) lending your Card to or allowing Account access by another person; or (c) any other way in which you would be legally considered to have allowed another person to use your Account or to be legally prevented from denying that you did so. Be cautious when allowing another person to become an authorized user of your Account; once you allow authority to any authorized user you cannot limit that authority unless the Account is closed to future transactions. You, as a primary or joint Cardmember must call or write us with any request to cancel and remove a person's authority and to accomplish any necessary Account closure. Except as permissible by law, we will not provide any Account information to anyone other than you; and authorized users of your Account do not have a right to make any Account changes or inquiries.

21. Lost or Stolen Card or Convenience Checks - You must notify us immediately if your Card, Convenience Checks or PIN number are lost or stolen or there is possible unauthorized use of your Card, Account or PIN number. You will not be liable for the unauthorized use of the Account. You must notify Cardmember Service by telephone or in writing. If this happens, we will ask you and all other persons given Account access to return all Cards and unused Convenience Checks to our Investigations Department. In addition, we have the right to close your Account and open a new Account. If we do so, new Cards and Convenience Checks, and a new PIN number will be issued for your new Account.

22. Using Your Card For International Transactions - You may use your Card for retail Purchases from foreign merchants and for cash withdrawals from foreign ATMs that bear either the PLUS System or Visa logos. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered foreign transactions under the applicable Visa rules, in which case we will add the Foreign Transaction Fee **INTEREST CHARGE** described in this section to those transactions. We do not control how these merchants, ATMs and transactions are classified for this purpose. We assess a Foreign Transaction Fee **INTEREST CHARGE** on transactions in which the merchant is located in a country other than the United States, even in transactions that do not require currency to be converted. Your foreign transaction will be processed through Visa under its then current rules.

If your foreign transaction is not converted to U.S. Dollars prior to being processed by Visa, it will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. To the converted transaction we will add a Foreign Transaction Fee **INTEREST CHARGE** of up to 3.00% of the Purchase transaction or up to 3.00% of the ATM transaction.

If your foreign transaction is in or converted to U.S. Dollars prior to being processed by Visa, we will add a Foreign Transaction Fee **INTEREST CHARGE** of up to 3.00% of the Purchase transaction or up to 3.00% of the ATM transaction.

YOUR LEGAL RESPONSIBILITY IN THIS AGREEMENT

23. Responsibility to Pay - You agree to pay us for all Purchases, Advances, Balance Transfers, **INTEREST CHARGES**, Account Fees, other fees or charges provided for in this Agreement and, to the extent permitted under applicable law, attorneys' fees and

collections costs we incur enforcing this Agreement against you. This is the case even if the Account is used only by one of you, or is used by an Authorized User chosen only by one of you. If there is more than one Cardmember, each of you is responsible,

individually and together, for the full amount owed on the Account. Your obligation to pay the Account balance continues even though an agreement, divorce decree, court judgment, or other document to which we are not a party may require another person responsible to pay the Account.

24. Intent to Repay - Every time you use the Account, you represent to us that you intend and have the reasonable ability to repay your Account obligations. We rely on this representation every time you use the Account.

25. Disputed Payment in Full - Communications regarding a disputed payment in full, including any restrictively endorsed items, must be sent to the address set forth in "Your Billing Rights" below. This address may not be used for any purpose other than a dispute. If you fail to send your disputed payment to the designated address, we may accept late or partial payments without losing any of our rights under this Agreement. Except as provided above, we may collect a check or any payment instrument marked "paid in full", "without recourse" or similar language, and we will not have waived our right to collect any remaining amount you owe us under this Agreement.

OUR LEGAL RIGHT TO CHANGE OR CANCEL THIS AGREEMENT

28. Ownership of this Account; Governing Law - Your Card and any other Account access device that we may supply to you are our property and upon our request must be immediately returned to us or our designated agent or otherwise destroyed or surrendered, as we instruct. We extend all Account credit to you in and from the state of Nevada, regardless of where you reside or use the Card or Account. This Agreement is governed by the laws of the state of Nevada and applicable federal law, regardless of the internal conflict of law principles of the state where you reside or use the Account. Federal or state consumer protection laws may not apply if you use the Account for other than personal, family or household purposes.

29. Changes to the Account - Account and Agreement terms are not guaranteed for any period of time; we may change the terms of your Agreement, including APRs and fees, in accordance with Nevada and federal law (collectively, "applicable law") and the terms of this Agreement. Your experience with other creditors, as reflected in your credit score, your experience with us including but not limited to your Account usage and performance, and/or your transactional experience with our affiliates, may also cause a change, including an increase in the margin that is added to the Index, an increase in fees, or a decrease in the Credit Limit. Factors considered in making such changes may include existence, seriousness and timing of the defaults under any agreement that you have with us or our affiliates, and any indications of the Account usage and performance. Your transactional experience with us may also cause a change, including an increase in the margin that is added to the Index, an increase in fees, or a decrease in the Credit Limit. Factors considered in determining the increased rate or Credit Limit decrease may include your general credit profile, existence, seriousness and timing of the defaults under any agreement that you have with us, and other indications of the Account usage and performance. We will give you the written notice of any such change in the manner required by applicable Nevada and federal law. Any Agreement changes to APRs and fees will apply to all new Account balances you owe under your Account as of the effective date indicated in the notice or otherwise permitted by applicable law. All other Agreement changes will apply to all new and outstanding Account balances you owe under your Account

OUR LEGAL RIGHTS AND OBLIGATIONS

32. Collecting Credit Information About You - We may make any credit, employment and investigative inquiries we deem appropriate related to giving you credit or collecting amounts owed on your Account. We may also request consumer credit reports from one or more consumer reporting agencies (credit bureaus) to be used in connection with your Account and any update, renewal or extension of credit we make to you. We may provide information about you, your Account or your credit history to consumer reporting agencies and others who may properly receive that information.

33. Credit Bureau Disputes - If you believe we inaccurately reported credit history information about you or the Account to a credit bureau, call us at 800-481-9057 or write to us at Consumer Recovery Department, Attn.: CBR Disputes, P.O. Box 108, St. Louis, MO 63166-9801.

34. Refusal to Honor Transactions - We are not responsible if anyone refuses to honor your Card or a Convenience Check, or if authorization for a particular transaction is not given, even if you have sufficient credit available on your Account. Also, for security

26. Default - You and your Account will be in default of this Agreement if: (a) we do not receive the Minimum Payment by the Payment Due Date on your Account statement; (b) you violate any other provision of this Agreement; (c) you die without a surviving joint Cardmember; (d) you become insolvent, assign any property to your creditors, or go into bankruptcy or receivership; (e) you have made false statements affecting the application or the maintenance of your Account; (f) we have any reason to believe that the Account is in danger of, or is being used for fraud or improper purposes; (g) (except where prohibited by law) you are married and reside in a community property state and we receive a written notice from you or your spouse that he or she is no longer liable on the Account; (h) your Account becomes inactive; (i) anything happens that we believe in good faith increases the risk that you will not live up to your payment or other obligations under this Agreement; or (j) (except where prohibited by law) this is a joint Account and one of you notifies us that he or she wants the Account closed or will no longer be liable on the Account. You and your Account will also be in default if you make transactions which exceed your Credit Limit.

27. Illegal Purchases - You agree that you will not use or permit an Authorized User to use the Card or Account for any unlawful purpose, such as funding any account that is set up to facilitate online gambling.

as of the effective date indicated in the notice or otherwise permitted by applicable law. You will be deemed to have accepted the new terms if you or an Authorized User make a Purchase, obtain an Advance or Balance Transfer or otherwise use the Card or Account after the date the change takes effect, or in 30 days, if within such period you fail to notify us in writing that you do not want to accept the change. If we receive notice that you do not wish to accept the change, we will close your Account and you may pay off the outstanding Account balances under the existing terms.

30. Cancellation of your Account - We may cancel your Account or suspend your ability to use the Account at any time, with or without any specific reason and with or without prior notice to you as permissible by applicable law. You may cancel your Account by notifying us by telephone or in writing. If this is a joint Account, we may, but are not required to, honor a request by either of you to cancel the Account. After the Account is canceled, you will not be able to obtain additional credit on the Account and we will not honor any transactions, including any recurring charges (for items such as subscriptions) you may have authorized.

Upon the cancellation of your Account due to your default under this Agreement, all amounts owed on the Account will be immediately due and payable without notice or demand from us. Upon our request, you must cut all Cards and Convenience Checks in half and return them to us. If you do not pay the amounts you owe under this Agreement, you will be liable for our collection costs including our reasonable attorney fees and expenses of legal actions, to the extent permitted by applicable law.

31. Assignment of your Account to Another Creditor - We may assign, sell or transfer your Account, and/or amounts owed on your Account, to another creditor at any time. If we do, this Agreement will still be in effect unless and until amended, and any references made in this Agreement to "we", "us", or "our" will refer to the creditor to which we assign, sell or transfer the Account or the amounts you owe under the Account. You may not assign your obligations under this Agreement to any third party.

reasons, we may limit the number of transactions made on your Account in a day, and the limit per day may vary. For security reasons, we cannot explain the details of how this system works. If your Account is over the Credit Limit or delinquent, authorization for new transactions may be declined. We are not responsible for anything purchased with your Card or a Convenience Check. You must return goods you purchased with the Card or Account to the merchant and not to us.

35. Third Party Offers - From time to time, third parties may provide you with services, enhancements or benefits which are not related to credit we extend on your Account. We are not liable for these services, benefits or enhancements, or the acts or omissions of such third parties. You agree that the third party which provides the benefit or service is solely responsible for it.

36. Telephone Communications - From time to time, we may monitor and or record telephone calls you make to us or our agents or that we or our agents make to you. If any telephone contact number you give us is for a cell phone or other wireless device,

we may use that number to contact you regarding your Account or other goods or services offered by us or an Affiliate.

37. Severability - If a court of competent jurisdiction finds any part of this Agreement illegal or unenforceable, the remaining portions of the Agreement will remain in effect as written after any such illegal or unenforceable portion is amended in conformance with applicable law or, if necessary, voided.

38. Entire Agreement - This version of the web Agreement replaces any previous versions of the web Agreement. The Agreement, as modified by any change in terms we may deliver from time to time in accordance with applicable law, constitutes the entire agreement between you and us, and supersedes any prior negotiation or understanding between you and us concerning the subject matter of the Agreement.

39. Waivers - We do not give up our rights under the Agreement or applicable law when we fail to exercise or delay exercising those rights. Our failure or delay to exercise any right or remedy we have against you does not mean that we waive that right in the future. We can delay enforcing any of our rights under this Agreement without losing them.

40. Privacy Policy and Disclosure of Account Information - You will receive a copy of our Privacy Policy when you open your Account and at least once annually while you remain our customer. Copies of the Policy are available from our customer service centers and on our web site. Our Policy describes how we collect, protect and use your confidential financial and other information about you and the circumstances under which we may share information about you with our Affiliates and with unaffiliated third parties. The Policy tells you how you can limit the ways we share certain kinds of information about you.

41. Executive Officers - If you are an executive officer of the Issuer or one of its Affiliates, we reserve the right to demand payment on your Account at any time.

42. Arbitration - By requesting an Account from us and accepting this Agreement, you agree that either you or we can choose to have any "Claim," as defined below, resolved by binding arbitration. IF ARBITRATION IS CHOSEN BY ANY PARTY, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THE CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THE CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE ARBITRATION RULES. IN ADDITION, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN COURT OR IN ARBITRATION AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL GENERALLY BE FINAL AND BINDING. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. IT IS IMPORTANT THAT YOU READ THE ENTIRE ARBITRATION PROVISION CAREFULLY.

Any claim, dispute or controversy between you and us (including any assignee of our rights) (whether in contract, regulatory, tort, or otherwise, whether pre-existing, present

or future and including constitutional, statutory, common law, intentional tort and equitable claims) arising from or relating to (a) this Agreement, your Account, the advertising and disclosures used in connection with your Account, offers and services provided in connection with your Account and/or the credit offered or provided to you, or (b) the validity of this Arbitration Provision (individually and collectively, a "Claim") must, after an election by you or us, be resolved by binding arbitration in accordance with this Arbitration Provision and the rules of the Administrator in effect when the Claim is filed. This includes, without limitation, disputes concerning the validity, enforceability, arbitrability or scope of this Arbitration Provision, except: (1) only a court, and not the arbitrator, shall have authority to resolve disputes concerning the validity or enforceability of this Arbitration Provision's prohibition against resolving Claims on a class basis; and (2) we may not elect to arbitrate an individual Claim brought by you in small claims court (or the equivalent court in your state), unless that Claim is transferred, removed or appealed to a different court or you seek to assert a Claim in excess of the statutory limits of such small claims court. The party initiating the arbitration may contact JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, 800-352-5267, provided that no arbitration may be administered, without the consent of all parties to the arbitration, by any organization that has in place a formal or informal policy that is inconsistent with and purports to override the terms of this Arbitration Provision. In all cases, the arbitrator must be a lawyer with at least 10 years of experience or a retired judge. If for any reason the selected Administrator cannot or will not serve, the party initiating the arbitration will have 20 days to select a new Administrator. **There shall be no authority for any Claims to be litigated or arbitrated on a class action basis or for an arbitrator to hear such Claims.** An arbitrator can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. Any arbitration hearing that you attend will take place at a location reasonably convenient to you. At your request, we will consider in good faith any reasonable request for us to bear the fees charged by the Administrator or arbitrator. Each party shall bear the expense of that party's attorneys, experts, and witnesses, regardless of which party prevails in the arbitration, unless applicable law gives a party the right to recover any of those fees from the other party. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act (and not by any state law concerning arbitration) and shall award such remedies, if any, that would be available in court if arbitration had not been elected. The arbitrator shall follow applicable statutes of limitations, and shall honor claims of privilege recognized at law. If a class Claim is brought and the prohibition against class actions is not enforced, then this entire Arbitration Provision shall be null, void and inapplicable, subject to the right of any party to appeal the determination of invalidity of the prohibition against class actions. If any other portion of this Arbitration Provision cannot be enforced, the rest of this Arbitration Provision will continue to apply. In the event of any conflict or inconsistency between this Arbitration Provision, and the Administrator's rules or this Agreement, this Provision will govern. Upon the timely request of either party, the arbitrator must write a brief explanation of the basis for the award. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This Arbitration Provision shall survive repayment of your extension of credit, your (or our) bankruptcy and termination of your Account. This Agreement is entered in interstate commerce and this Arbitration Provision shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16 and not by any state law pertaining to arbitration.

YOUR BILLING RIGHTS

Keep this document for future use. This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What to Do if You Find a Mistake on Your Statement:

If you think there is an error on your statement, call or write to us.

In your letter or call, give us the following information:

- Account information: Your name and Account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

What Will Happen After We Receive Your Letter or Call:

When we receive your letter or call, we must do two things:

1. Within 30 days of receiving your letter or call, we must tell you that we received your letter. We will also tell you if we have already corrected the error.

2. Within 90 days of receiving your letter or call, we must either correct the error or explain to you why we believe the bill is correct. While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your Credit Limit.

After We Finish Our Investigation, One of Two Things Will Happen:

- If we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake, you will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe. If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases:

If you are dissatisfied with the goods or services that you have purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card Account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

SPECIAL RULES FOR CREDIT CARD PURCHASES DO NOT APPLY TO PURCHASES MADE WITH CONVENIENCE CHECKS OR BALANCE TRANSFER CHECKS.

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